

RULE 63 (37 C.F.R. 1.63)
INVENTORS DECLARATION FOR PATENT APPLICATION
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

As a below named inventor, I hereby declare that my residence, mailing address and citizenship are as stated below next to my name, and I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

A SUPPORT APPARATUS

the specification of which (check applicable box(es)):

☐ is attached hereto
☒ was filed on April 11, 2005 as U.S. Application Serial No. Unassigned (Atty. Dkt. No. 4132-5)
☒ was filed as PCT International application No. PCT/AU2003/001349 on 13 October 2003
and (if applicable to U.S. or PCT application) was amended on 6 September 2004

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose to the Patent Office all information known to me to be material to patentability as defined in 37 C.F.R. 1.56. I hereby claim foreign priority benefits under 35 U.S.C. 119/365 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed or, if no priority is claimed, before the filing date of this application:

Priority Foreign Application(s):	Country	Day/Month/Year Filed
Application Number 2002951973	Australia	11 October 2002
2003236437	Australia	22 August 2003

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below.

Application Number	Day/Month/Year Filed

I hereby claim the benefit under 35 U.S.C. 120/365 of all prior United States and PCT international applications listed above or below.

Prior U.S./PCT Application(s):	Day/Month/Year Filed	Status: patented pending, abandoned
Application Serial No. PCT/AU2003/001349	13 October 2003	

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon. And on behalf of the owner(s) hereof, I hereby ask that all correspondence in this matter be directed to:

Customer Number: 23117

1.	Inventor's Signature: _____	Date: _____
	Inventor: <u>Neil</u> <u>Bernard</u> <u>McLaughlin</u> <u>Australia</u> (first) <u>MI</u> (last) (citizenship)	
	Residence: (city) <u>Munruben</u> (state/country) <u>Australia</u>	
	Mailing Address: <u>51/53 Chloe Drive, Munruben, Australia</u> (Zip Code) <u>QLD 4125</u> <i>aux</i>	
2.	Inventor's Signature: _____	Date: <u>10-5-5</u>
	Inventor: <u>Cameron</u> <u>MacMillan</u> <u>Baker</u> <u>Australia</u> (first) <u>MI</u> (last) (citizenship)	
	Residence: (city) <u>Kenmore</u> (state/country) <u>Australia</u>	
	Mailing Address: <u>4 Bilara Street, Kenmore, Australia</u> (Zip Code) <u>QLD 4069</u> <i>aux</i>	

[X] See attached sheet(s) for additional inventor(s) information!!

SIGN HERE
SIGN HERE

RULE 63 (37 C.F.R. 1.63)
INVENTORS DECLARATION FOR PATENT APPLICATION
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3. Inventor's Signature: [Signature] Date: 10-5-05
Inventor: David Palmer
(first) (last) Australia
MI (state/country) (citizenship)
Residence: (city) Chelmer
Mailing Address: 174 Hargraves Avenue, Chelmer, Australia
(Zip Code) QLD 4068 Aux
4. Inventor's Signature: [Signature] Date: 10-5-05
Inventor: Ian Gillespie
(first) (last) Australia
MI (state/country) (citizenship)
Residence: (city) Brookfield
Mailing Address: Lot 4, No. 43 Upper Brookfield Road, Brookfield, Australia
(Zip Code) QLD 4069 Aux
5. Inventor's Signature: [Signature] Date: 10-5-05
Inventor: Anthony Finlay
(first) (last) Australia
MI (state/country) (citizenship)
Residence: (city) Pullenvale
Mailing Address: 89 Old Farm Road, Pullenvale, Australia
(Zip Code) QLD 4069 Aux
6. Inventor's Signature: _____ Date: _____
Inventor: _____
(first) MI (last) (citizenship)
Residence: (city) _____
Mailing Address: _____
(Zip Code) _____

FOR ADDITIONAL INVENTORS, check box [] and attach sheet with same information and signature and date for each.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

McLAUGHIN et al

Atty. Ref.: 4132-5

Serial No. Unassigned

Group: Unassigned

Filed: April 11, 2005

Examiner: Unassigned

For: A SUPPORT APPARATUS

* * * * *

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

**EXCLUSIVE SUBSTITUTE POWER OF ATTORNEY
AND EXCLUSIVE PROSECUTION HEREAFTER BY
ASSIGNEE UNDER 37 C.F.R. §§ 1.36, 3.71 AND 3.73**

STANDFAST ENTERPRISES PTY LTD, being the owner of all right, title and interest in the above-identified patent application, hereby revokes all previous powers of attorney in this case, if any, and hereby appoints the attorneys of **Customer Number 23117** individually and collectively its attorneys to prosecute this application and to transact all business in the Patent and Trademark Office in connection therewith, and with the resulting patent.

STANDFAST ENTERPRISES PTY LTD also authorizes Nixon & Vanderhye to act and rely solely on instructions communicated from the person, attorney, firm or other organization sending instructions to Nixon & Vanderhye on behalf of the owner.

Certificate Under 37 C.F.R. §3.73(b)

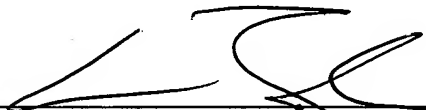
STANDFAST ENTERPRISES PTY LTD, a corporation having a place of business at Unit 4, 7 Camford Street, Milton, Queensland, Australia 4064 states that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventors to the aforesaid assignee, a copy of the assignment being attached.

The undersigned (whose title is typed below) is empowered to sign this statement on behalf of STANDFAST ENTERPRISES PTY LTD.

STANDFAST ENTERPRISES PTY LTD

x 9 MAY 2005
Date

By:

x 
Name: x E. M. BAILO
Title: x MANAGING DIRECTOR

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

Atty. Ref.: 4132-5; Confirmation No. 2257

Appl. No. 10/530,862

TC/A.U. Unassigned

Filed: April 11, 2005

Examiner: Unassigned

For: A SUPPORT APPARATUS

* * * * *

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

DECLARATION

I, Ian Robert Tannahill, hereby declare and state that:

1. I reside at 18 Parkleigh Street, Everton Hills, Queensland 4053, Australia.
2. The facts surrounding Neil McLaughlin's refusal to sign the Declaration and Deed of Assignment are as follows.
3. An Australian patent application accompanied by a provisional patent specification describing a support assembly (hereinafter referred to as the "tram") entitled "Trapeze Rail Access Module", was prepared and filed by Neil McLaughlin on 11 October 2002 in his own name, and was subsequently assigned the Serial No. 2002951973.
4. On 17 July, 2003, Neil McLaughlin executed a Deed of Assignment assigning all of his rights, title and interest in the invention that is the subject of application No. 2002951973 and any letters patent that might be granted in respect of same, together with the right to apply

Appl. No. 10/530,862

for patent protection in respect of the invention in foreign jurisdictions to Standfast Enterprises Pty Ltd ("Standfast").

5. It is my understanding that further modifications and improvements to the tram were made by Cameron Baker, Anthony Finlay, Ian Gillespie and David Palmer, which modifications and improvements were subsequently described in a complete patent specification that was filed in conjunction with a second Australian patent application in the name of Standfast on 21 August, 2003.

6. That second application was assigned Serial No. 2003236437.

7. An international patent application, claiming priority from patent applications Nos. 2002951973 and 2003236437 was filed on 13 October 2003, in the name of Standfast for all designated states other than the United States of America, and Neil McLaughlin, Cameron Baker, Anthony Finlay, Ian Gillespie and David Palmer for the United States of America only, and was assigned the serial number PCT/AU03/01349.

8. Standfast and Neil McLaughlin, Cameron Baker, Anthony Finlay, Ian Gillespie and David Palmer subsequently entered the national phase of their international patent application in the following countries: Australia, Brazil, Canada, Europe, Japan, New Zealand, Singapore, South Africa, the United Arab Emirates and the United States of America.

9. On 27 April, 2005, I wrote to Standfast in relation to the present U.S. Patent Application No. 10/530,862, requesting that they arrange for the execution of a Declaration and Deed of Assignment by all five inventors.

10. On 27 April, 2005, I wrote a letter (copy attached as Exhibit 1) to Standfast, in relation to their United Arab Emirates (UAE) Patent application, requesting that they arrange for

Appl. No. 10/530,862

the execution of the accompanying Power of Attorney form and Deeds of Assignment by all five inventors, as the due date for lodging the aforementioned documents was 9 July, 2005.

11. On 2 June 2005, I spoke to Cameron Baker of Standfast about the need to attend to the execution of the aforementioned documents in relation to the US and UAE patent applications, and during the course of this conversation Cameron Baker requested that I write to Neil McLaughlin regarding his signing of the Declaration and Deeds of Assignment for the US and UAE patent applications.

12. On 2 June 2005, I spoke to Neil McLaughlin by telephone, and during the telephone conversation, I explained to Neil McLaughlin that Standfast required that he sign a Deed of Assignment in connection with a patent application filed by Standfast in the United Arab Emirates for the tram, and I followed up this conversation with a letter dated 2 June 2005 to Neil McLaughlin (copy attached as Exhibit 2) enclosing a copy of the Deed of Assignment (copy attached as Exhibit 3).

13. On 8 June, 2005, I spoke to Neil McLaughlin and, during the telephone conversation, Neil McLaughlin said that he was not prepared to sign the Deed of Assignment for the UAE patent application because the form contained text written in Arabic.

14. On 15 June 2005, I forwarded to Neil McLaughlin an alternative Deed of Assignment for him to sign in connection with the UAE patent application, and that Assignment document was returned to me on 27 June 2005 (copy attached as Exhibit 4) but was of no use as Neil McLaughlin's signature had not been witnessed by a Notary Public.

15. A substitute Deed of Assignment was forwarded to Neil McLaughlin on 27 June 2005, which he duly signed in the presence of a Notary Public on 29 June 2005 (copy attached as Exhibit 5).

Appl. No. 10/530,862

16. On 1 July 2005, I sent a letter to Neil McLaughlin (copy attached as Exhibit 6) enclosing the original Declaration and Deed of Assignment for US Patent Application No. 10/530,862, both of which had already been signed by Cameron Baker, Anthony Finlay, Ian Gillespie and David Palmer.

17. On 11 July 2005, I asked Neil McLaughlin if he had signed the Declaration and Deed of Assignment forwarded to him under the cover of my earlier letter of 1 July 2005, and Neil McLaughlin said that he had not received the documents and that he thought someone had been stealing his mail.

18. On 12 July, 2005, I sent Neil McLaughlin a fresh Declaration and Deed of Assignment (copy attached as Exhibit 7).

19. On 21 July, 2005, I wrote to Neil McLaughlin enclosing a Deed of Assignment for him to sign in relation to Standfast's South African Patent Application No. 2005/02908 (copy attached as Exhibit 8).

20. On 26 July, 2005, I asked Neil McLaughlin if he had signed the Declaration and Deed of Assignment pertaining to US Patent Application No. 10/530,862, and Neil stated that for each country he wanted to be paid \$1000.00 for signing the various documents.

21. During the months of July through to September of 2005, Standfast were engaged in negotiations with a potential investor that has since led to the making of a sizeable investment by the investor in Standfast, and as part of the agreement between both parties, the investor requested that each of the aforementioned inventors sign a confirmatory Deed of Assignment relating to all of the intellectual property in respect of the tram.

22. A copy of this Deed of Assignment and the Declaration relating to US Patent Application No. 10/530,862 was forwarded to Neil McLaughlin on 11 November 2005 (copy

Appl. No. 10/530,862

attached as Exhibit 9) in the belief that execution of the said deed would be sufficient to complete the filing requirements associated with the Standfast US, Canadian and South African patent applications.

23. On 13 December 2005, I asked Neil McLaughlin if he had signed the documents forwarded to him under the cover of our letter to him dated 11 November 2005, and Neil McLaughlin stated that he was awaiting advice from his solicitor before signing the documents.

24. On 1 February 2006, I asked Neil McLaughlin's wife to convey a message to Neil McLaughlin that Standfast urgently required him to sign the Declaration and confirmatory Deed of Assignment otherwise some of the Standfast patent applications may lapse.

25. On 2 February, 2006, Neil McLaughlin's wife told me that Neil had said to her that he would sign just the one document covering all countries if Standfast were to pay him \$200,000.00.

26. Neil McLaughlin's last known address is:

51/53 Chloc Drive

Murrumbidgee, Queensland 4125

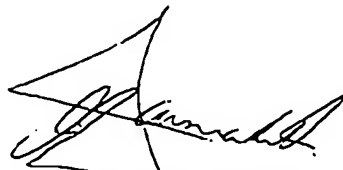
AUSTRALIA

27. As at the date of signing the present declaration, the executed patent application declaration and Assignment have not been received from Neil McLaughlin.

I declare that all statements herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that

Appl. No. 10/530,862

such willful false statements may jeopardize the validity of the application or any patent issuing thereon.



Ian Robert Tannahill

13 MARCH 2006.

Date

Attachments: Exhibits

EXHIBIT 1

A handwritten signature in black ink, appearing to read 'Ian Robert Tannahill', written over a horizontal line.

Ian Robert Tannahill

13 MARCH 2006

Date

AHEARN FOX

Thomas G. Ahearn
Daniel P. Fox
Bill Anderson
Ian R. Tannahill
Angeline P. Behan
Angela Duhle

PATENT AND TRADE MARK ATTORNEYS

POSTAL ADDRESS
GPO Box 1149, Brisbane
Queensland, 4001, Australia

Incorporating
THOMAS G. AHEARN & CO
Established 1957

27 April 2005

Standfast Enterprises Pty Ltd
Unit 4/7 Camford Street
MILTON QLD 4064

ATTENTION: Mr Cameron Baker

Dear Sir,

Re: Entry of the National Phase in the United Arab Emirates of International Patent Application
No. PCT/AU2003/001349 in the name of STANDFAST ENTERPRISES PTY LTD - A
SUPPORT APPARATUS
Our Ref: STA04 114 IT/JT

1. Entry of National Phase

1.1 In accordance with your instructions, we have attended to the entry of the national phase of your abovementioned international patent application in the United Arab Emirates.

2. Filing Particulars

2.1 Further, we are pleased to report that your patent application in the United Arab Emirates has been accorded the Application No. 200/2005 and the application date of 11 April 2005. Would you please use the aforementioned application number in all future correspondence relating to your UAE patent application.

3. Power of Attorney Form

3.1 We enclose a Power of Attorney form which we ask be signed by a director of Standfast Enterprises Pty Ltd in the presence of a notary public. In this regard, please advise whether you would like us to arrange an appointment with a notary public.

4. Deeds of Assignment

4.1 We also enclose five Deeds of Assignment assigning all rights, title and interest in and to the abovementioned invention from each of the inventors to Standfast Enterprises Pty Ltd.

4.2 Would you please arrange for each of the Deeds of Assignment to be signed and subsequently returned to us.

4.3 Please note, it is not necessary for the Deeds of Assignment to be signed in the presence of a notary public.

5. Due Date

5.1 The due date for lodging the Power of Attorney form and the Deeds of Assignment with the Patent Office in Dubai is 9 July 2005.

...2

Brisbane
Level 4, T&G Building
141 Queen Street, Brisbane, Qld, 4000

PH: (07) 3221 0744
FX: (07) 3221 0661

Gold Coast
Office 13B, Mawarra House
3102-3108 Surfers Paradise Boulevard
Surfers Paradise, Qld, 4217
PH: (07) 5538 0372
FX: (07) 5538 0373

Email: info@ahearnfox.com.au

We, the undersigned, Standfast
Enterprises Pty Ltd

Our address at Unit 4, 7 Camford
Street, Milton, Queensland,

4064 Australia
hereby appoint Emirates Advocates, Attorneys &
Counsellors at Law, of P.O. Box 93030, Dubai,
U.A.E. to be our true and lawful agents and
attorneys in the United Arab Emirates to do and
perform the following acts and deeds on our
behalf:

1. To file, register and renew our patents, industrial designs, trademarks, copyrights and neighbouring rights, franchise licenses, technology transfer licenses, commercial and distribution agencies and domain names and to record all changes and dispositions affecting these matters.
2. To prepare, sign and file all documents and information required by the competent authorities for registration, renewal and protection of the said rights and transactions.
3. To prepare, file and follow-up arguments, appeals, oppositions and counterstatements with all competent administrative and judicial authorities.
4. To initiate and pursue complaints, civil suits and criminal actions with the competent administrative governmental authorities and courts of law of all types and grades to protect our proprietary rights in patents, designs, trademarks, copyrights and neighbouring rights, franchise licenses, technology transfer licenses, commercial and distribution agencies and domain names.
5. To receive and serve summonses, appeal and execute decisions and judgments, pay official fees, receive and deliver amounts, conduct negotiations and accept conciliations and settlements.
6. To appoint any person they consider suitable to perform all or any part of the foregoing powers and authorities.

This Power of Attorney supercedes and cancels all previous Powers of Attorney which we may have issued in respect of the same matters.

Issued at this

Name:

Signature:

Position: (Legalization needed)

نحن الموقعون أدناه،

عنواننا:

بهذا نعين الإمارات للمحاماة (محامون و مستشارون قانونيون)
عنوانهم ص.ب. 93030، دبي، الإمارات العربية المتحدة،
وكلاء عنا وممثلين لنا في الإمارات العربية المتحدة للقيام بما
يلبي:

- 1 - إيداع وتسجيل وتجديد براءات الاختراع والنماذج الصناعية والعلامات التجارية وحقوق المؤلف و الحقوق المجاورة و تراخيص الامتياز و نقل التقنية و عقود الوكالات التجارية و التوزيع و أسماء المواقع على الإنترنت وفي كافة التغييرات و التصرفات التي تطرأ على هذه الأمور.
- 2 - إعداد وتوقيع وإيداع كافة المستندات والبيانات المطلوبة لدى الجهات المختصة فيما يتعلق بتسجيل وتجديد وحماية الحقوق و المعاملات المذكورة
- 3 - إعداد وإيداع ومتابعة التظلمات والاعتراضات و الردود على الاعتراضات أمام الجهات الإدارية والقضائية المختصة.
- 4 - إقامة ومباشرة الشكاوى والدعوى المدنية والجنائية نيابة عنا أمام الجهات الإدارية الحكومية والمحاكم التضامنية المختصة بكافة أنواعها ودرجاتها لحماية حقوقنا في براءات الاختراع والنماذج الصناعية والعلامات التجارية وحقوق المؤلف و الحقوق المجاورة و تراخيص الامتياز و نقل التقنية و عقود الوكالات التجارية و التوزيع و أسماء المواقع على الإنترنت.
- 5 - استلام وتسليم التبليغات واستئناف القرارات والأحكام وتنفيذها ودفع الرسوم وقبض وتسليم المبالغ والتفاوض وقبول الصلح و التسويات.
- 6 - تعيين أي شخص آخر يرويه مناسباً للاضطلاع بكل أو أي من الصلاحيات والسلطات الواردة في هذا التوكيل.

بيطّل و يلغى هذا التوكيل كافة التوكيلات السابقة التي ربما صدرت فيما يتصل بذات الأمور المذكورة.

صدر في : بتاريخ:

الاسم:

التوقيع:

الصفة:

ASSIGNMENT

تسليم

I/We, the undersigned,

أنا / نحن الموقع / الموقعون أدناه

Cameron MacMillan Baker

Residing at:

المقيم / المقيمون في :

49 Gem Street
Kenmore, Queensland 4069
Australia

Profession:

المهنة :

Director of Standfast Enterprises Pty Ltd

Nationality:

الجنسية :

Australian

hereby declare that I am/we are the
inventor(s) of the invention entitled:بموجب هذا اصرح / اصرح بلتي / باننا
مخترع / مخترعي الاختراع المسمى :

A Support Assembly

and that I/we hereby assign all my/our
rights to the said invention to:واني / اننا لننزل / ننزل عن كافة حقوقي /
حقوقي في الاختراع المذكورة الى :

Standfast Enterprises Pty Ltd

for a patent to be obtained in U.A.E. and
that I/we agree to the filing of a patent
application in U.A.E. by the said Company:وذلك للحصول على براءة الاختراع في دولة
الإمارات العربية المتحدة والوافق / نوافق على ايداع
طلب البراءة في الإمارات العربية المتحدة باسم
الشركة المذكورة أعلاه .

Date:

تاريخ في

Signature (s): _____

التوقيع :

ASSIGNMENT

تسليم

I/We, the undersigned,

أنا / نحن الموقع / الموقعون أدناه

Anthony Finlay

Residing at:

المقيم / المقيمين في :

89 Old Farm Road
Pullenvale Queensland 4069
Australia

Profession:

ال مهنة :

Director of Standfast Enterprises Pty Ltd

Nationality:

الجنسية :

Australian

hereby declare that I and/or we are the
inventor(s) of the invention entitled:

بموجب هذا اصرح / نصرح بأنني / بأننا
مخترع / مخترعين الاختراع المسمى :

A Support Assembly

and that I/we hereby assign all my/our
rights to the said invention to:

وأني / أننا لنقول / نقول عن كافة حقوقي /
حقوقنا في الاختراع المذكورة إلى :

Standfast Enterprises Pty Ltd

for a patent to be obtained in U.A.E. and
that I/we agree to the filing of a patent
application in U.A.E. by the said Company:

وذلك للتصديق على براءة الاختراع في دولة
الإمارات العربية المتحدة وأوافق / نوافق على ايداع
طلب البراءة في الإمارات العربية المتحدة باسم
الشركة المذكورة أعلاه .

Date:

تتميزاً في

Signature (s): _____

التوقيع :

ASSIGNMENT

تسليم

I/We, the undersigned,

أنا / نحن الموقع / الموقعون أدناه

Jan Gillespie

Residing at:

المقيم / المقيمون في :

Lot 4, No. 43 Upper Brookfield Road
 Brookfield, Queensland 4069
 Australia

Profession:

المهنة :

Director of Standfast Enterprises Pty Ltd

Nationality:

الجنسية :

Australian

herby declare that I am/we are the
 inventor(s) of the invention entitled:

بموجب هذا أصرح / أصرح بأنني / بأننا
 مخترع / مخترعين الاختراع المعلنون :

A Support Assembly

and that I/we hereby assign all my/our
 rights to the said invention to:

وأنني / أننا أتنازل / نتنازل عن كافة حقوقي /
 حقوقنا في الاختراع المذكورة إلى :

Standfast Enterprises Pty Ltd

for a patent to be obtained in U.A.E. and
 that I/we agree to the filing of a patent
 application in U.A.E. by the said Company:

وذلك للحصول على براءة الاختراع في دولة
 الإمارات العربية المتحدة وأوافق / نوافق على ايداع
 طلب البراءة في الإمارات العربية المتحدة باسم
 الشركة المذكورة أعلاه .

Date:

تتميز في

Signature (s): _____

التوقيع :

ASSIGNMENT

تسليم

I/We, the undersigned,

أنا / نحن الموقع / الموقعون أدناه

David Palmer

Residing at:

المقيم / المقيمين في :

174 Hargraves Avenue
Chelmer, Queensland 4068
Australia

Profession:

المهنة :

Director of Standfast Enterprises Pty Ltd

Nationality:

الجنسية :

Australian

hereby declare that I and/or we are the
inventor(s) of the invention entitled:

بأنني / نحن بهذا أصرح / نصرح بأنني / بأننا
مخترع / مخترعين للاختراع المسمى :

A Support Assembly

and that I/we hereby assign all my/our
rights to the said invention to:

وأني / أننا نقدر / نقدر عن كافة حقوقي /
حقوقنا في الاختراع المذكورة إلى :

Standfast Enterprises Pty Ltd

for a patent to be obtained in U.A.E. and
that I/we agree to the filing of a patent
application in U.A.E. by the said Company:

وذلك للتسليم على براءة الاختراع في دولة
الإمارات العربية المتحدة وأوافق / فوافق على إيداع
طلب البراءة في الإمارات العربية المتحدة باسم
الشركة المذكورة أعلاه .

Date:

تاريخ في

Signature (s): _____

التوقيع :

ASSIGNMENT

تسليم

I/we, the undersigned,

أنا / نحن الموقع / الموقعون أدناه

Neil Bernard McLaughlin

Residing at:

المقيم / المقيسون في :

51/53 Chloe Drive
Murrumbidgee, Queensland 4125
Australia

Profession:

المهنة :

Qualified Fitter and Turner
Engineer

Nationality:

الجنسية :

Australian

hereby declare that I am/we are the
inventor(s) of the invention entitled:بموجب هذا أصرح / نصرح بئني / بئنا
مخترع / مخترعين الاختراع المسمى :

A Support Assembly

and that I/we hereby assign all my/our
rights to the said invention to:وأني / أننا لننتقل / ننتقل عن كافة حقوقي /
حقوقنا في الاختراع المذكورة إلى :

Standfast Enterprises Pty Ltd

for a patent to be obtained in U.A.E. and
that I/we agree to the filing of a patent
application in U.A.E. by the said Company:وذلك للحصول على براءة الاختراع في دولة
الإمارات العربية المتحدة وأوافق / نوافق على إيداع
طلب البراءة في الإمارات العربية المتحدة باسم
الشركة المذكورة أعلاه .

Date:

تاريخه في

Signature (s): _____

التوقيع :

..
..

EXHIBIT 2

A handwritten signature in black ink, appearing to read 'Ian Robert Tannahill', written over a horizontal line.

Ian Robert Tannahill

13 MARCH 2006

Date

AHEARN FOX

Thomas G. Ahearn
Daniel P. Fox
Bill Anderson
Ian R. Tannahill
Angeline P. Behan
Angela Duhilke

PATENT AND TRADE MARK ATTORNEYS

POSTAL ADDRESS
GPO Box 1149, Brisbane
Queensland, 4001, Australia

Incorporating
THOMAS G. AHEARN & CO
Established 1957

2 June 2005

Mr Neil Bernard McLaughlin
51/53 Chloe Drive
MUNRUBEN QLD 4125

Dear Neil,

Re: Entry of the National Phase in the United Arab Emirates of International Patent Application
No. PCT/AU2003/001349 in the name of STANDFAST ENTERPRISES PTY LTD - A
SUPPORT ASSEMBLY
Our Ref: STA04 114 IT/JT

1. Introduction

- 1.1 In accordance with instructions received from Standfast Enterprises Pty Ltd we have attended to the entry of the national phase in the United Arab Emirates of their International Patent Application No. PCT/AU2003/001349 in respect of the invention commonly referred to as the tram.

2. Deed of Assignment

- 2.1 In order that we may complete the formalities associated with entering the national phase in the United Arab Emirates, we ask that you please sign the enclosed Deed of Assignment in the presence of a notary public. In this regard, please advise whether you would like us to arrange an appointment with a notary public. Alternatively, you may wish to use Anthony Steindl whose contact details are attached hereto.

- 2.2 If you choose to use Anthony Steindl, please ask him to send his account to us.


3. Due Date

- 3.1 The due date for lodging the Deed of Assignment with the Patent Office in Dubai is 9 July 2005.

- 3.2 Given that the Deed of Assignment must also be forwarded to the Department of Foreign Affairs for authentication and to the UAE Consulate in Canberra for legalization prior to sending the document to our UAE Associate, would you please return the signed Deed of Assignment to us by no later than 9 June 2005.

- 3.3 If you have any queries concerning the present matter, please do not hesitate to contact us.

Yours faithfully
AHEARN FOX


Ian Tannahill

Enclosures:

1. ☐ Deed of Assignment
2. ☐ Contact Details for Anthony Steindl
STA04114

Brisbane
Level 4, T&G Building
141 Queen Street, Brisbane, Qld, 4000

PH: (07) 3221 0744
FX: (07) 3221 0661

Email: info@ahearnfox.com.au

Gold Coast
Office 13B, Mawarn House
3102-3108 Surfers Paradise Boulevard
Surfers Paradise, Qld, 4217
PH: (07) 5538 0372
FX: (07) 5538 0373

[Find a solicitor](#)**Find a solicitor by name/location**[Find a solicitor by online referral](#)**Find a solicitor by name/location**[Find a solicitor by name/location](#)

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• Steindl, Leigh Anthony (07 3800 2965)

Steindl, Bradley & Associates, BROWNS PLAINS[Find an approved mediator](#)[Previous](#) [Page 1 of 1](#) [Next](#)[Find an interstate solicitor](#)[List of certificate holders](#)[search again](#)[Using a solicitor](#)[If you have concerns](#)[Contact us](#) | [Sitemap](#) | [A-Z index](#) | [Site & download help](#) | [Privacy](#) | [Disclaimer](#)

© Queensland Law Society 2005

EXHIBIT 3

A handwritten signature in black ink, appearing to read 'Ian Robert Tannahill', written over a horizontal line.

Ian Robert Tannahill

13 MARCH 2006

Date

ASSIGNMENT

تسليم

I/We, the undersigned,

أنا / نحن الموقع / الموقعة أنا

Neil Bernard McLaughlin

Residing at:

السكن / المقيمين في :

51/53 Chloe Drive
Murrumbidgee, Queensland 4125
Australia

Profession:

المهنة :

Qualified Fitter and Turner
Engineer

Nationality:

الجنسية :

Australian

hereby declare that I am/we are the
inventor(s) of the invention entitled:بشأن هذا أصرح / نصرح بأنني / بأننا
مخترع / مخترعين الاختراع المسمى :

A Support Assembly

and that I/we hereby assign all my/our
rights to the said invention to:وأني / أننا لننتز / نتنازل عن كافة حقوقي /
حقوقنا في الاختراع المذكورة إلى :

Standfast Enterprises Pty Ltd

for a patent to be obtained in U.A.E. and
that I/we agree to the filing of a patent
application in U.A.E. by the said Company:وذلك للحصول على براءة الاختراع في دولة
الإمارات العربية المتحدة وأوافق / نوافق على إيداع
طلب البراءة في الإمارات العربية المتحدة باسم
الشركة المذكورة أعلاه .

Date:

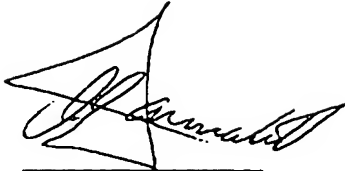
تاريخ في

Signature (s): _____

التوقيع :

.. .

EXHIBIT 4

A handwritten signature in black ink, appearing to read 'Ian Robert Tannahill', written over a horizontal line.

Ian Robert Tannahill

13 MARCH 2006
Date

Assignment

I, Neil Bernard McLaughlin

Residing at:

51/53 Chloe Drive

Munruben, Queensland 4125

Australia

Profession:

Qualified Fitter and Turner

Engineer

Nationality:

Scottish

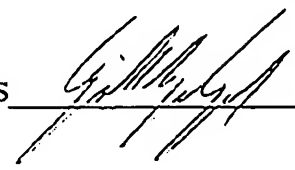
Hereby declare that I am the inventor of the invention entitled:

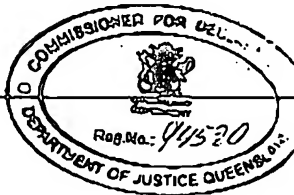
A support assembly as described in the attached abstract.

And that I hereby authorize Standfast Enterprises Pty Ltd to obtain a patent in the UAE and that I agree to the filing of a patent application in UAE by the said company:

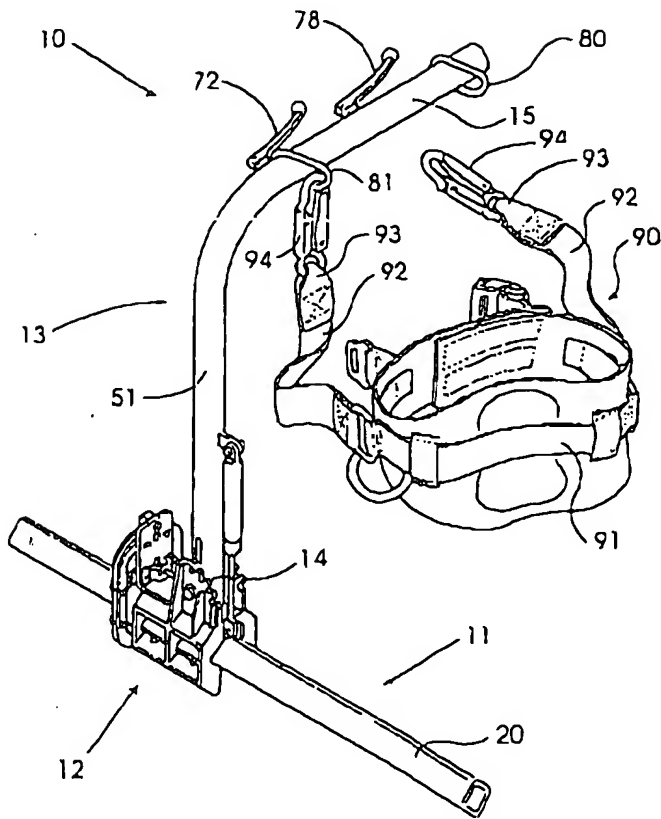
Date : 24 / 6 / 2005

Signature: 

Witness 

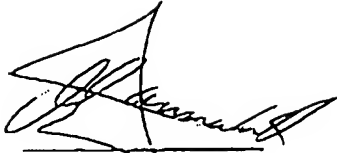


(54) Title: A SUPPORT ASSEMBLY



(57) Abstract: This invention relates to a support assembly (10) for a vehicle (16) of the type that includes an enclosed load carrying compartment (17) having a roof (18), said support assembly being adapted to provide support for a person when moving about on said roof. The support assembly includes a guide (11) that is mountable on the roof and a base (12) that is adapted to engage said guide and which is capable of movement along said guide while remaining engaged therewith. The support assembly also includes a support structure that includes a lower end portion that is pivotally connected to the base and a handle (15) that is spaced from said base. The support assembly also includes a lock (73) for selectively locking the support structure in a desired attitude relative to the base.

EXHIBIT 5



Ian Robert Fannahill

13 MARCH 2006
Date

Assignment

I, Neil Bernard McLaughlin

Residing at:

51/53 Chloe Drive

Munruben, Queensland 4125

Australia

Profession:

Qualified Fitter and Turner

Engineer

Nationality:


Scottish

Hereby declare that I am the inventor of the invention entitled:

A support assembly as described in the attached abstract.

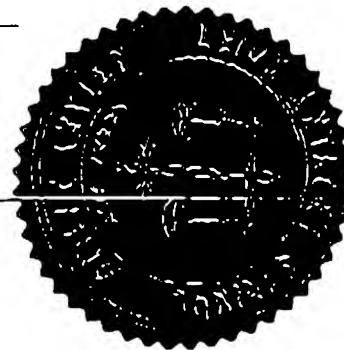
And that I hereby authorize Standfast Enterprises Pty Ltd to obtain a patent in the UAE and that I agree to the filing of a patent application in UAE by the said company:

Date : 29-6-05

Signature: 

Witness 

LEIGH ANTHONY STEINDEL
Notary Public
1 Janira Drive, Browns Plains
Logan City, Queensland, 4118
Australia



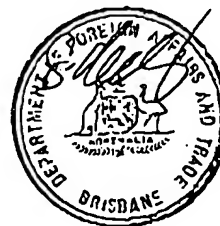
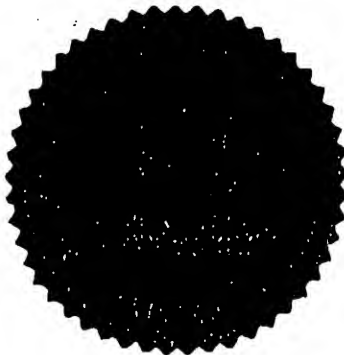
^x
Ahearn Geoff Kelly.....an officer of the
Queensland State Office, having been duly authorised by the
Secretary of the Department of Foreign Affairs and Trade DO
HEREBY CERTIFY that the signature/seal/stamp of

Leigh Anthony Steindl....., appearing on the
document/~~above~~ ~~below~~ ~~on the reverse~~ hereto is the
true signature/seal/stamp of

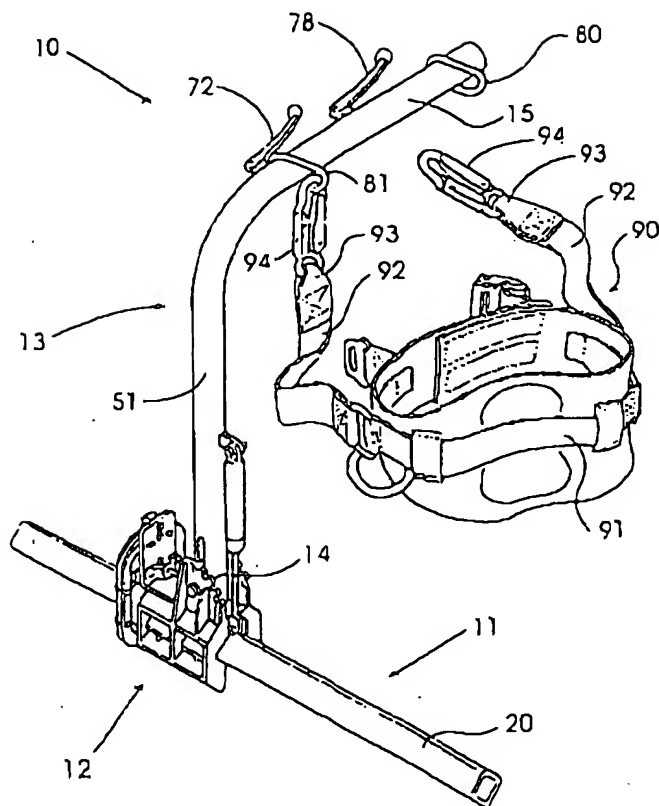
Leigh Anthony Steindl
In so certifying, neither I nor the Queensland State Office endorse,
verify or make any statement as to the accuracy, truth, legality or
otherwise of the contents of the document or the purposes for which
the document may be used. Neither I nor the Queensland State Office
accepts liability for any loss, damage or injury arising out of the use of,
or reliance on, the document or its contents. I provide no
undertaking that I have read the contents of the document.

GIVEN under my hand and the seal of the Queensland State Office
this Twenty-ninth day of June
Two Thousand and Five

for the Secretary
Department of Foreign Affairs and Trade

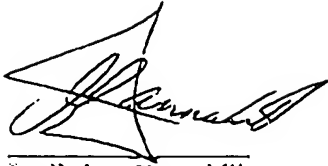


(54) Title: A SUPPORT ASSEMBLY



(57) Abstract: This invention relates to a support assembly (10) for a vehicle (16) of the type that includes an enclosed load carrying compartment (17) having a roof (18), said support assembly being adapted to provide support for a person when moving about on said roof. The support assembly includes a guide (11) that is mountable on the roof and a base (12) that is adapted to engage said guide and which is capable of movement along said guide while remaining engaged therewith. The support assembly also includes a support structure that includes a lower end portion that is pivotally connected to the base and a handle (15) that is spaced from said base. The support assembly also includes a lock (73) for selectively locking the support structure in a desired attitude relative to the base.

EXHIBIT 6

A handwritten signature in black ink, appearing to read 'I. Tannahill', written over a horizontal line.

Ian Robert Tannahill

13 MARCH 2006
Date

AHEARN FOX

Thomas G. Ahearn
Daniel P. Fox
Bill Anderson
Ian R. Tannahill
Angelina P. Behan
Angela Dahlke

PATENT AND TRADE MARK ATTORNEYS

POSTAL ADDRESS
GPO Box 1149, Brisbane
Queensland, 4001, Australia

Incorporating
THOMAS G. AHEARN & CO
Established 1957

1 July 2005

Neil McLaughlin
51/53 Chloe Drive
MUNRUBEN QLD 4125

Dear Sir,

Re: Entry of the National Phase in the United States of America of International Patent Application No. PCT/AU2003/001349 in the name of STANDFAST ENTERPRISES PTY LTD - A SUPPORT ASSEMBLY
Our Ref: STA04 107 IT/JT

1. Declaration

1.1 As an inventor of the support assembly that is the subject of the abovementioned international patent application, would you please sign the enclosed Declaration where indicated and return it to us.

2. Deed of Assignment

2.1 We enclose a Deed of Assignment in which each of the inventors of the support assembly have assigned their rights to Standfast Enterprises Pty Ltd.

2.2 Would you please sign the Deed of Assignment where indicated and return it to us.

3. Due Date

3.1 The due date for lodging both the Declaration and the Deed of Assignment with the US Patent and Trademark Office is 11 July 2005. Accordingly, we would appreciate receiving the signed Declaration and Deed of Assignment from you by no later than 6 July 2005. In the meantime should you have any queries concerning the documents that we have asked you to sign, please do not hesitate to contact us.

Yours faithfully
AHEARN FOX



Ian Tannahill

Enclosures:

- 1. ☐ Declaration
- 2. ☐ Deed of Assignment

/STA04107

Brisbane
Level 4, T&G Building
141 Queen Street, Brisbane, Qld, 4000

PH: (07) 3221 0744
FX: (07) 3221 0661

Email: info@ahearnfox.com.au

Gold Coast
Office 13B, Mawarra House
3102-3108 Surfers Paradise Boulevard
Surfers Paradise, Qld, 4217
PH: (07) 5538 0372
FX: (07) 5538 0373

4132-5

ASSIGNMENT FOR PATENT APPLICATION
(U.S. Rights Only)

WHEREAS, Neil Bernard McLaughlin, Cameron MacMillan Baker, David Palmer, Ian Gillespie, and Anthony Finlay, (hereinafter ASSIGNORS) of 51/53 Chloe Drive, Munnubun, Australia QLD 4125; 4 Bilara Street, Kenmore, Australia QLD 4069; 174 Hargraves Avenue, Chelmer, Australia QLD 4068; Lot 4, No. 43 Upper Brookfield Road, Brookfield, Australia QLD 4069 and ; 89 Old Farm Road, Pullenvale, Australia QLD 4069; respectively, have made an invention entitled A SUPPORT APPARATUS for which a so-entitled application for Letters Patent of the United States was filed in the United States Patent and Trademark Office on April 11, 2005 under Serial No. Unassigned;

WHEREAS, STANDFAST ENTERPRISES PTY LTD (hereinafter ASSIGNEE), a corporation of the Country of Australia, having an office and place of business at Unit 4, 7 Camford Street, Milton, Queensland, Australia 4064 is desirous of acquiring an interest therein;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNORS by these presents hereby sell, assign, and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, ASSIGNORS' entire right, title and interest in the United States of America as defined in 35 U.S.C. § 100, in and to the invention as described in the aforesaid application and to the said application and to all subsequent applications based thereon including any and all continuations, divisions, reissues, and substitutes of said application, and all resulting patents, and the ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns, and legal representatives. It is understood and agreed that ASSIGNEE'S attorneys Nixon & Vanderhye P.C. have represented only ASSIGNEE and will continue to represent only ASSIGNEE with respect to this invention;

ASSIGNORS hereby agree to execute any papers by ASSIGNEE, its successors, assigns, and legal representatives, deemed essential to ASSIGNEE'S full protection and title in and to the invention hereby transferred.

AGREED and executed as noted below:

Date

Neil Bernard McLaughlin

943654

10-5-2005

Date

Cameron MacMillan Baker

10-5-2005

Date

David Palmer

10-5-2005

Date

Ian Gillespie

10-5-05

Date

Anthony Flhlay

4132-5
STA04 107Nixon & Vanderhye P.C. (10/99)
(Domestic Assigned) Page 1

**RULE 63 (37 C.F.R. 1.63)
INVENTORS DECLARATION FOR PATENT APPLICATION
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

As a below named inventor, I hereby declare that my residence, mailing address and citizenship are as stated below next to my name, and I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

A SUPPORT APPARATUS

The specification of which (check applicable box(es)):

☐ is attached hereto
☒ was filed on April 11, 2005 as U.S. Application Serial No. Unassigned (Atty. Dkt. No. 4132-5)
☒ was filed as PCT International Application No. PCT/AU2003/001349 on 13 October 2003
 and (if applicable to U.S. or PCT application) was amended on 6 September 2004

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose to the Patent Office all information known to me to be material to patentability as defined in 37 C.F.R. 1.56. I hereby claim foreign priority benefits under 35 U.S.C. 119/265 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed or, if no priority is claimed, before the filing date of this application:

Priority Foreign Application(s):	Country	Day/Month/Year Filed
Application Number 2002951973	Australia	11 October 2002
2003236437	Australia	22 August 2003

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below.

Application Number	Day/Month/Year Filed

I hereby claim the benefit under 35 U.S.C. 120/365 of all prior United States and PCT international applications listed above or below.

Prior U.S./PCT Application(s):	Day/Month/Year Filed	Status: patented pending, abandoned
Application Serial No. PCT/AU2003/001349	13 October 2003	

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon. And on behalf of the owner(s) hereof, I hereby ask that all correspondence in this matter be directed to:

Customer Number: 23117

1.	Inventor's Signature:	Date:		
	Inventor:	Nell Bernard McLaughlin	Australia	
		(first MI (last)	(citizenship)	
	Residence: (city)	Munruben	(state/country)	Australia
	Mailing Address:	51/53 Chgoe Drive, Munruben, Australia		
	(Zip Code)	QLD 4125		
2.	Inventor's Signature:	Date: 10-5-5		
	Inventor:	Camron MacMillan Baker	Australia	
		(first MI (last)	(citizenship)	
	Residence: (city)	Kenmore	(state/country)	Australia
	Mailing Address:	4-Bilara Street, Kenmore, Australia		
	(Zip Code)	QLD 4069		

[X] See attached sheet(s) for additional inventor(s) information!!

RULE 63 (37 C.F.R. 1.63)
INVENTORS DECLARATION FOR PATENT APPLICATION
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

SIGN HERE
1383H NGIS

3. Inventor's Signature: [Signature] Date: 10-5-05
Inventor: David Palmer
(first) (last)
MI (state/country) Australia
Residence: (city) Chelmer
Mailing Address: 174 Hargraves Avenue, Chelmer, Australia
(Zip Code) QLD 4068
4. Inventor's Signature: [Signature] Date: 10-5-05
Inventor: Ian Gillespie
(first) (last)
MI (state/country) Australia
Residence: (city) Brookfield
Mailing Address: Lot 4, No. 43 Upper Brookfield Road, Brookfield, Australia
(Zip Code) QLD 4069
5. Inventor's Signature: [Signature] Date: 10-5-05
Inventor: Anthony Finlay
(first) (last)
MI (state/country) Australia
Residence: (city) Pullenvale
Mailing Address: 89 Old Farm Road, Pullenvale, Australia
(Zip Code) QLD 4069
6. Inventor's Signature: _____ Date: _____
Inventor: _____
(first) MI (last) (citizenship)
Residence: (city) _____
Mailing Address: _____
(Zip Code) _____

FOR ADDITIONAL INVENTORS, check box [] and attach sheet with same information and signature and date for each.

EXHIBIT 7

A handwritten signature in black ink, appearing to read 'Ian Robert Pannahill', written over a horizontal line.

Ian Robert Pannahill

13 MARCH 2006

Date

AHEARN FOX

Thomas G. Ahearn
Daniel P. Fox
Bill Anderson
Ian R. Tannahill
Angeline P. Behan
Angela Dahlke

PATENT AND TRADE MARK ATTORNEYS

POSTAL ADDRESS
GPO Box 1149, Brisbane
Queensland, 4001, Australia

Incorporating
THOMAS G. AHEARN & Co
Established 1957

12 July 2005

Neil McLaughlin
51/53 Chloe Drive
MUNRUBEN QLD 4125

Dear Sir,

Re: Entry of the National Phase in the United States of America of International Patent Application No. PCT/AU2003/001349 in the name of STANDFAST ENTERPRISES PTY LTD - A SUPPORT ASSEMBLY
Our Ref: STA04 107 IT/JT

1. Declaration

- 1.1 As an inventor of the support assembly that is the subject of the abovementioned international patent application, would you please sign the enclosed Declaration where indicated and return it to us.

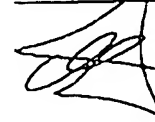
2. Deed of Assignment

- 2.1 We enclose a Deed of Assignment in which each of the inventors of the support assembly have assigned their rights to Standfast Enterprises Pty Ltd.
- 2.2 Would you please sign the Deed of Assignment where indicated and return it to us.

3. Due Date

- 3.1 The due date for lodging both the Declaration and the Deed of Assignment with the US Patent and Trademark Office is 11 August 2005. Accordingly, we would appreciate receiving the signed Declaration and Deed of Assignment from you by no later than 25 July 2005. In the meantime should you have any queries concerning the documents that we have asked you to sign, please do not hesitate to contact us.

Yours faithfully
AHEARN FOX



Ian Tannahill

Enclosures:

1. ☐ Declaration
2. ☐ Deed of Assignment

/STA04107


Brisbane
Level 4, T&G Building
141 Queen Street, Brisbane, Qld, 4000

PH: (07) 3221 0744
FX: (07) 3221 0661

Email: info@ahearnfox.com.au

Gold Coast
Office 13B, Mawarra House
3102-3108 Surfers Paradise Boulevard
Surfers Paradise, Qld, 4217
PH: (07) 5538 0372
FX: (07) 5538 0373

EXHIBIT 8



Ian Robert Tannahill

13 MARCH 2006
Date

AHEARN FOX

Thomas G. Ahearn
Daniel P. Fox
Bill Anderson
Ian R. Tannahill
Angeline P. Bchan
Angela Dahlke

PATENT AND TRADE MARK ATTORNEYS

POSTAL ADDRESS
GPO Box 1149, Brisbane
Queensland, 4001, Australia

Incorporating
THOMAS G. AHEARN & CO
Established 1957

21 July 2005

Neil McLaughlin
51/53 Chloe Drive
MUNRUBEN QLD 4125

Dear Neil,

Re: South African Patent Application No. 2005/02908 in the name of STANDFAST
ENTERPRISES PTY LTD - A SUPPORT APPARATUS
Our Ref: STA04 118 IT/IT

1. Deed of Assignment

1.1 We enclose a Deed of Assignment which the inventors of the support apparatus illustrated on the attached sheet all must sign.

1.2 Would you please sign the Deed of Assignment of where indicated and return it to us as soon as possible.

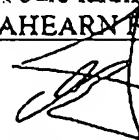
2. Due Date

2.1 The due date for lodging the Deed of Assignment is 11 October 2005. Accordingly, we would appreciate receiving the signed Deed of Assignment from you prior to 11 August 2005 so that we may have ample time to arrange for the other inventors to sign the document.

3. Conclusion

3.1 If you have any queries concerning the present matter, please do not hesitate to contact us.

Yours faithfully
AHEARN FOX



Ian Tannahill

Enclosures:

1. ☐ Deed of Assignment

/STA04118

Brisbane
Level 4, T&G Building
141 Queen Street, Brisbane, Qld, 4000

PH: (07) 3221 0744
FX: (07) 3221 0661

Email: info@ahearnfox.com.au

Gold Coast
Office 13B, Mawarra House
3102-3108 Surfers Paradise Boulevard
Surfers Paradise, Qld, 4217
PH: (07) 5538 0372
FX: (07) 5538 0373

D.M. KISCH INC., Johannesburg
Patent, Trade Mark & Copyright Attorneys

South Africa
Foreign Inventors
P30856ZA00

ASSIGNMENT OF INVENTION

WHEREAS I/we McLAUGHLIN, Neil, Bernard
 BAKER, Cameron, MacMillan
 PALMER, David
 GILLESPIE, Ian
 FINLAY, Anthony

am/are the inventor(s) of an invention entitled
A SUPPORT ASSEMBLY

AND WHEREAS STANDFAST ENTERPRISES PTY LTD

of Unit 4/7 Camford Street
 MILTON, QUEENSLAND, 4064
 Australia

has/have acquired the said invention from me/us in respect of the Republic of South Africa.

NOW THEREFORE this Deed witnesses that I/we have assigned the said invention and such priority rights to which I/we am/are or may become entitled by virtue of the filing of any patent application(s) in respect of the invention in any country to

STANDFAST ENTERPRISES PTY LTD

insofar as the Republic of South Africa is concerned, together with the right to apply for Letters Patent in respect thereof in his/their own name, this assignment taking effect on or before 13 October 2003

	DATE	SIGNATURE
1.	_____	_____ McLAUGHLIN, Neil, Bernard
2.	_____	_____ BAKER, Cameron, MacMillan
3.	_____	_____ PALMER, David
4.	_____	_____ GILLESPIE, Ian
5.	_____	_____ FINLAY, Anthony

No legislation necessary

(12) INTERNATIONAL APPLICATION PUBLISHED UNDER THE PATENT COOPERATION TREATY (PCT)

(19) World Intellectual Property
Organization
International Bureau(43) International Publication Date
22 April 2004 (22.04.2004)

PCT

(10) International Publication Number
WO 2004/033256 A1(51) International Patent Classification?: B60P 3/22,
B62D 25/22, A62B 1/20, 35/00(21) International Application Number:
PCT/AU2003/001349

(22) International Filing Date: 13 October 2003 (13.10.2003)

(25) Filing Language: English

(26) Publication Language: English

(30) Priority Data:
2002951973 11 October 2002 (11.10.2002) AU
2003236437 22 August 2003 (22.08.2003) AU(71) Applicant (for all designated States except US): STAND-
FAST ENTERPRISES PTY LTD [AU/AU]; 51/53 Chloe
Drive, Munruben, QLD 4125 (AU).

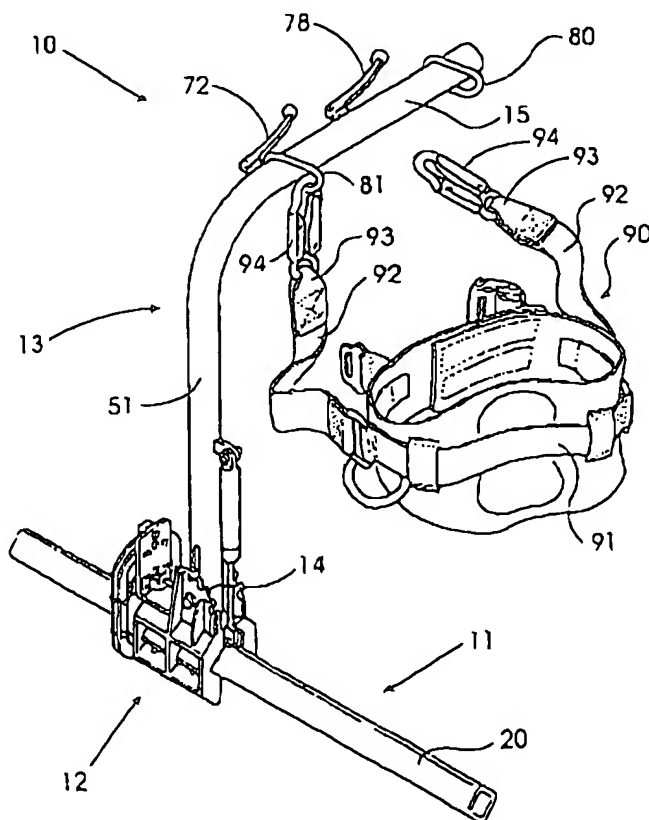
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Lot 4, No 43 Upper Brookfield Road, Brookfield, QLD
4069 (AU). FINLAY, Anthony [AU/AU]; 89 Old Farm
Road, Pullenvale, QLD 4069 (AU).(74) Agent: AHEARN FOX; GPO Box 1149, Brisbane, QLD
4001 (AU).(51) Designated States (national): AE, AG, AL, AM, AT, AU,
AZ, BA, BB, BG, BR, BY, BZ, CA, CH, CN, CO, CR, CU,
CZ, DE, DK, DM, DZ, EC, EE, EG, ES, FI, GB, GD, GE,
GH, GM, HR, HU, ID, IL, IN, IS, JP, KE, KG, KP, KR,
KZ, LC, LK, LR, LS, LT, LU, LV, MA, MD, MG, MK,
MN, MW, MX, MZ, NI, NO, NZ, OM, PG, PH, PL, PT,
RO, RU, SC, SD, SE, SG, SK, SL, SY, TJ, TM, TN, TR,
TT, TZ, UA, UG, US, UZ, VC, VN, YU, ZA, ZM, ZW

[Continued on next page]

(54) Title: A SUPPORT ASSEMBLY

(57) Abstract: This invention relates of a sup-
port assembly (10) for a vehicle (16) of the type
that includes an enclosed load carrying compart-
ment (17) having a roof (18), said support as-
sembly being adapted to provide support for a
person when moving about on said roof. The
support assembly includes a guide (11) that is
mountable on the roof and a base (12) that is
adapted to engage said guide and which is capa-
ble of movement along said guide while remain-
ing engaged therewith. The support assembly
also includes a support structure that includes a
lower end portion that is pivotally connected to
the base and a handle (15) that is spaced from
said base. The support assembly also includes
a lock (73) for selectively locking the support
structure in a desired attitude relative to the base.

WO 2004/033256 A1

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EXHIBIT 9

A handwritten signature in black ink, appearing to read 'I. Tannahill', written over a horizontal line.

Ian Robert Tannahill

13 MARCH 2006.

Date

AHEARN FOX

Thomas G. Ahearn
Daniel P. Fox
Bill Anderson
Ian R. Tannahill
Angeline P. Behan
Angela Dahlke

PATENT AND TRADE MARK ATTORNEYS

POSTAL ADDRESS
GPO Box 1149, Brisbane
Queensland, 4001, Australia

Incorporating
THOMAS G. AHEARN & CO
Established 1957

11 November 2005

Mr Neil McLaughlin
51/53 Chloe Drive
MUNRUBEN QLD 4125

Dear Neil,

Re: Standfast Enterprises Pty Ltd
Our Ref: STA04 110

IT/JT

1. Documents

1.1 We enclose the following documents which we ask that you please sign:

1.1.1 Declaration; and

1.1.2 Deed of Assignment.

2. Notary Public

2.1 We prefer that you sign the documents in the presence of a notary public. In this regard please advise whether you would like us to arrange a suitable appointment for yourself and the writer with Leigh Steindl.

3. Costs

3.1 Standfast Enterprises Pty Ltd have indicated that they are prepared to pay your reasonable costs associated with the execution of the abovementioned documents. Would you therefore please advise us in advance what your costs will be so that we may arrange for payment of same.

4. Conclusion

4.1 If you have any queries concerning the present matter, please do not hesitate to contact us.

Yours faithfully
AHEARN FOX



Ian Tannahill

Enclosures:

- 1. ☐ Declaration
- 2. ☐ Deed of Assignment

/STA04110.doc

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Deed of Assignment of Intellectual Property

Neil Bernard McLaughlin
Cameron MacMillan Baker
David Palmer
Anthony Finlay
Ian Gillespie

and

Standfast Enterprises Pty Limited
ACN 086 434 424

Middletons Lawyers
Sydney office
Level 24, 52 Martin Place
SYDNEY NSW 2000
Ref: RLYO.SSEG

TABLE OF CONTENTS

1.	Definitions and interpretation	1
1.1	Definitions	1
1.2	Interpretation	3
2.	Assignment of Rights	3
3.	Perfection of rights	3
4.	Warranties	4
5.	Covenants	4
6.	Indemnity and Third party claims	5
6.1	Indemnity	5
7.	Confidentiality	5
8.	General	5
8.1	Benefit of Deed	5
8.2	Costs and Taxes	6
8.3	Whole agreement	6
8.4	Counterparts	6
8.5	Miscellaneous	6
8.6	Governing Law and Jurisdiction	6

Deed of Assignment of Intellectual Property

Date 2005

Parties

1. **Nell Bernard McLaughlin** of 51/53 Chloe Drive, Munruben in the State of Queensland, 4125, Australia;

Cameron MacMillan Baker of 49 Gem Street, Kenmore, in the State of Queensland, 4069, Australia;

David Palmer of 174 Hargraves Avenue, Chelmer, in the State of Queensland, 4068, Australia;

Anthony Finlay of 89 Old Farm Road, Pullenvale, in the State of Queensland, 4069, Australia, and

Ian Gillespie of Lot 4, No. 43 Upper Brookfield Road, Brookfield, in the State of Queensland, 4069, Australia,

(Referred to as the ASSIGNOR)
2. **Standfast Enterprises Pty Limited** ACN 086 434 424 of Level 3, 16 McDougall Street, Milton in the State of Queensland (**Company**)

Background

- A. The Assignor has assisted the Company in the development of the Products.
- B. The Assignor agrees to assign to the Company all of its Intellectual Property Rights in the Products, on the terms and conditions set out in this Deed.

Operative Provisions

1. Definitions and interpretation

1.1 Definitions

In this Deed, unless the contrary intention appears:

Intellectual Property Rights means all present and future intellectual and industrial property rights in the Products, whether conferred by statute, at common law or in equity and wherever existing, including:

- (a) patents, designs, copyright, rights in circuit layouts, plant breeder's rights, trade marks, know how, brand names, domain names, inventions, Products names, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of these rights;
- (c) any registration of any of those rights or any registration of any application referred to in paragraph (b); and

(d) all renewals and extensions of these rights;

Loss means damages awarded by a court, losses, costs and expenses incurred (including but not limited to legal costs on a solicitor/client basis and whether incurred or awarded against), fines imposed and taxes and duties levied by any government body.

Products means

(a) a tethering apparatus and an inertia locking reel which are the subject of the following patents and patent applications:

Australia – 775825

Canada – 32618/00

Europe – 00910400-1

Japan – 2000-604914

South Korea – 10-2001-7011624

South Africa – 2001/8474

New Zealand – 514861

Norway – 20014467

United States of America – 09/926,165

(b) a support assembly, (hereinafter referred to as the "Tram"), which is the subject of the following patents and patent applications:

Australia – 2002951973

Australia – 2003236437

Australia – 2003266861

Brazil – PI0315246-7

Canada – 2501906

Europe – 03747742.9-1268

Japan – 500965/2005

New Zealand – 539960

Singapore – 200502204-1

South Africa – 2005-02908

United Arab Emirates – 200/2005

United States of America – 10/530862

1.2 Interpretation

In this Deed:

- (a) headings and bold text are for convenience only and do not affect the interpretation of this Deed;
- (b) persons will be taken to include any natural or legal person;
- (c) the words importing the singular include the plural and vice versa,
- (d) a reference to any party to this Deed or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (e) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (f) a reference to any thing (including, but not limited to, any right) includes a part of that thing but nothing in this clause implies that performance of part of an obligation constitutes performance of the obligation;
- (g) where a party is comprised of more than one person, each obligation of the party will bind those persons jointly and severally and will be enforceable against them jointly and severally; and
- (h) a reference to a person which has ceased to exist or has been reconstituted, amalgamated or merged, or other functions of which have been exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place by which its said functions have been exercisable.

2. Assignment of Rights

The Assignor hereby irrevocably assigns to the Company, free of any encumbrances:

- (a) all right, title and interest in and relating to the Products and all present and future Intellectual Property Rights in and relating to the Products; and
- (b) all rights of action accrued in, and relating to, the Intellectual Property Rights in the Products including, without limitation, the right to take proceedings or recover damages and all other remedies for any past infringement of those Intellectual Property Rights.

3. Perfection of rights

The Assignor must execute all documents and do all acts and things required for the purposes of giving effect to the provisions of this Deed and the rights and obligations of

the Assignor under it including, without limitation, those obligations dealing with Intellectual Property Rights.

4. Warranties

The Assignor warrants and represents that:

- (a) it has full power to enter into this Deed and to grant the rights in this Deed;
- (b) it owns all of the legal and beneficial title in the Intellectual Property Rights in the Products except where previously assigned to the company;
- (c) it has not:
 - (i) granted any licences in respect of the Products or any part of the Products in any part of the world to any third party; or
 - (ii) made or allowed the Products to be the subject of any charge, mortgage or other encumbrance or third party right,and will not do or attempt to do any such act;
- (d) it has not assigned any of the Intellectual Property Rights in the Products in any part of the world to any person other than the company;
- (e) it will not challenge or oppose, or assist a person to challenge or oppose, any application by the Company for the registration of any of its Intellectual Property Rights in the Products in any part of the world;
- (f) it is not aware of any infringement of the Intellectual Property Rights in the Products;
- (g) the assignment of the Intellectual Property Rights will not infringe the rights of any other person or constitute a breach of any agreement with any other person.

5. Covenants

The Assignor must:

- (a) not represent itself as the owner of or having any interest in the Intellectual Property Rights or any part of them except as otherwise agreed to in writing by the Company;
- (b) subject to this Deed, not use or allow the use of any Intellectual Property Rights or any part of them in a manner that is contrary to or conflicts with or in any way damages the title or interest of the Company in the Intellectual Property Rights;
- (c) subject to this Deed, where any Intellectual Property Rights are referred to or used by the Assignor, indicate clearly the Company's ownership of the Intellectual Property Rights;
- (d) do all acts and things reasonably required by the Company to defend the Intellectual Property Rights including the provision of any evidence required by the Company for use in the preparation or conduct of any proceedings relating to unauthorised use or infringement of the Intellectual Property Rights;

- (e) not challenge or call into question in any way the right, title, interest and goodwill of the Company in respect of the Intellectual Property Rights;
- (f) subject to this Agreement, not register or attempt to register under the provisions of any statute or otherwise the Intellectual Property Rights; and
- (g) do all other acts and things that may be reasonably required by the Company to ensure the protection of the Intellectual Property Rights.

6. Indemnity and Third party claims

6.1 Indemnity

- (a) The Assignor acknowledges that the Company has been induced to enter into this Deed by the warranties which are contained in clause 4 of this Deed and has fully relied upon the truth and accuracy of those warranties.
- (b) The Assignor indemnifies the Company from and against any Loss which the Company suffers or incurs by reason of any of the warranties being breached or being untrue or inaccurate in any respect or by reason of the Assignor's breach of its obligations under this Deed.
- (c) The Assignor indemnifies the Company from and against any Loss which the Company suffers or incurs by reason of any of the covenants which are contained in clause 5 of this Deed being breached by the Assignor whether directly or indirectly or by act or omission.

7. Confidentiality

- (a) The Assignor acknowledges the confidential nature of the Products and the terms of this Deed. The Assignor must ensure that any trade secrets, Products information or confidential information in relation to the Products is kept confidential and must not disclose this information or any part of it to a third party without the prior written consent of the Company.
- (b) The Assignor's obligation to keep information confidential under clauses 7 (a) applies other than:
 - (i) to enforce this Deed;
 - (ii) as required by law;
 - (iii) to a party's insurers, legal advisers, auditors, in each case on a confidential basis; or
 - (iv) to information which is generally known by the public other than by a breach of clause 7 (a).

8. General

8.1 Benefit of Deed

This Deed binds and benefits the parties and their respective successors and permitted assigns. The Company may assign the benefit of this Deed. The Assignor cannot assign

or otherwise transfer the benefit of this Deed without the prior written consent of the Company.

8.2 Costs and Taxes

- (a) Each party must bear, and is responsible for, its own costs in connection with the negotiation, preparation, execution and carrying into effect of this Deed.
- (b) Each party shall bear sole responsibility for all taxes and assessments levied on it in relation to the subject matter of this Deed.

8.3 Whole agreement

This Deed contains the whole agreement between the parties relating to the subject matter of this Deed and supersedes all previous agreements between the parties in relation to that subject matter.

8.4 Counterparts

This Deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Deed by signing any counterpart.

8.5 Miscellaneous

The Company's rights, remedies and powers under this Deed are in addition to any rights, remedies and powers provided by law. The indemnities in this Deed are continuing obligations, independent from the other obligations of the parties under this Deed and continue after this Deed ends. It is not necessary for the Company to incur expense or make payment before enforcing a right of indemnity under this Deed.

8.6 Governing Law and Jurisdiction

This Deed is governed by and construed and enforced in accordance with the laws in the State of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Deed.

~~Executed~~ as a Deed.

Signed by Neil Bernard McLaughlin
in the presence of:

)
)
)

Signature of Neil Bernard McLaughlin

Signature of Witness

Name of Witness (Print Name)

Signed by Cameron MacMillan Baker
in the presence of:

)
)
)

Signature of Cameron MacMillan Baker

Signature of Witness

Name of Witness (Print Name)

Signed by David Palmer
in the presence of:

)
)
)

Signature of David Palmer

Signature of Witness

Name of Witness (Print Name)

Signed by Anthony Finlay
in the presence of:

)
)
)

Signature of Anthony Finlay

Signature of Witness

Name of Witness (Print Name)

8

Signed by Ian Gillespie
in the presence of:

)
)
)

Signature of Ian Gillespie

Signature of Witness

Name of Witness (Print Name)

Executed by **Standfast Enterprises Pty**)
Limited ACN 086 434 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(*Cth*):)

.....
Signature of director

.....
Signature of director or company secretary*
*delete whichever does not apply

.....
Name (please print)

.....
Name (please print)

4132-5
STA04 107Nixon & Vanderhye P.C. (10/99)
(Domestic Assigned) Page 1

RULE 63 (37 C.F.R. 1.63)
INVENTORS DECLARATION FOR PATENT APPLICATION
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

As a below named inventor, I hereby declare that my residence, mailing address and citizenship are as stated below next to my name, and I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

A SUPPORT APPARATUS

the specification of which (check applicable box(es)):

☐ is attached hereto
☒ was filed on April 11, 2005 as U.S. Application Serial No. Unassigned (Att. Dkt. No. 4132-5)
☒ was filed as PCT International application No. PCT/AU2003/001349 on 13 October 2003
 and (if applicable to U.S. or PCT application) was amended on 6 September 2004

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose to the Patent Office all information known to me to be material to patentability as defined in 37 C.F.R. 1.56. I hereby claim foreign priority benefits under 35 U.S.C. 119/365 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed or, if no priority is claimed, before the filing date of this application:

Priority Foreign Application(s):	Country	Day/Month/Year Filed
Application Number	Australia	11 October 2002
2002951873	Australia	22 August 2003
2003236437		

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below.

Application Number	Day/Month/Year Filed

I hereby claim the benefit under 35 U.S.C. 120/365 of all prior United States and PCT international applications listed above or below.

Prior U.S./PCT Application(s):	Day/Month/Year Filed	Status: patented pending, abandoned
Application Serial No.	13 October 2003	
PCT/AU2003/001349		

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon. And on behalf of the owner(s) hereof, I hereby ask that all correspondence in this matter be directed to:

Customer Number: 23117

1.	Inventor's Signature:	Neil Bernard McLAUGHLIN-McLaughlin		Date:	
	Inventor:	Neil (first)	MI (state/country)	Australia (last)	Australia (citizenship)
	Residence: (city)	Munruben			
	Mailing Address:	51/53 Chloe Drive, Munruben, Australia			
	(Zip Code)	QLD 4125			
2.	Inventor's Signature:	Cameron MacMillan Baker		Date:	
	Inventor:	Cameron (first)	MI (state/country)	Australia (last)	Australia (citizenship)
	Residence: (city)	Kenmore			
	Mailing Address:	4 Bilara Street, Kenmore, Australia			
	(Zip Code)	QLD 4069			

[X] See attached sheet(s) for additional inventor(s) information!!

RULE 63 (37 C.F.R. 1.63)
INVENTORS DECLARATION FOR PATENT APPLICATION
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3.	Inventor's Signature: _____ Inventor: <u>David</u> <u>MI</u> <u>Palmer</u> <u>Australia</u> (first) (last) (citizenship) Residence: (city) <u>Chelmer</u> (state/country) <u>Australia</u> Mailing Address: <u>174 Hargreaves Avenue, Chelmer, Australia</u> (Zip Code) <u>QLD 4068</u>	Date: _____
4.	Inventor's Signature: _____ Inventor: <u>Ian</u> <u>MI</u> <u>Gillespie</u> <u>Australia</u> (first) (last) (citizenship) Residence: (city) <u>Brookfield</u> (state/country) <u>Australia</u> Mailing Address: <u>Lot 4, No. 43 Upper Brookfield Road, Brookfield, Australia</u> (Zip Code) <u>QLD 4069</u>	Date: _____
5.	Inventor's Signature: _____ Inventor: <u>Anthony</u> <u>MI</u> <u>Finlay</u> <u>Australia</u> (first) (last) (citizenship) Residence: (city) <u>Pullenvale</u> (state/country) <u>Australia</u> Mailing Address: <u>89 Old Farm Road, Pullenvale, Australia</u> (Zip Code) <u>QLD 4069</u>	Date: _____
6.	Inventor's Signature: _____ Inventor: _____ <u>MI</u> _____ <u>(last)</u> _____ <u>(citizenship)</u> (first) (state/country) Residence: (city) _____ Mailing Address: _____ (Zip Code) _____	Date: _____

FOR ADDITIONAL INVENTORS, check box ☐ and attach sheet with same information and signature and date for each.

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